Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

Sarvis, 45 S. C. 668, 24 S. E. 53, 32 L. R. A. 647, 55 Am. St. Rep. 806, held:

"'A person cannot be convicted of arson for burning his own dwelling house either at common law or under Criminal Statutes 1893, § 140, even when burning is done for purpose of defrauding an insurance company.'

"The Supreme Court of Missouri, under a statute similar to ours, in the case of State *v.* Greer, 243 Mo. 599, 147 S. W. 968, Ann. Cas. 1913C, 1163, held:

"'Under the statute, if the building is not insured and the owner burns it, or if a defendant, who has no interest either in the building or its contents, assists the owner to burn it, no crime is committed, for the burning of uninsured property becomes a crime only when done by some one other than the owner. Such burning becomes a crime only because of an intent to defraud the insurer.'"

Attorney and Client—Disbarment for Lack of Fidelity to Client.— In the case of In re McDermit, 114 Atl. 144, the Supreme Court of New Jersey held that an attorney may be disbarred for a sufficiently gross failure of duty to his client.

In this case McDermit appeared as attorney for one accused of a capital offense, and after conviction with death sentence sued out a writ of error as of right, the return day of which was three days after opening of term of Court of Errors and Appeals, but failed to comply with the rule requiring application to such court on first day of term for such order as might be necessary for a speedy hearing, whereby, except for grace of the court, writ could have been dismissed. But as the case was a capital one the Court of Errors and Appeals, out of mere grace, examined into the record and heard argument, directing that proceedings be had against the attorney for his neglect.

In the present disbarment proceedings the Supreme Court was of opinion that McDermit's failure to perfect the appeal was a deliberate attempt on his part to secure more money from the wife of his client, and because of this element of moral turpitude in connection with the gross failure of duty to his client ordered that McDermit's name be stricken off the rolls.

The court said in part: "We are persuaded that the real object of counsel was to drive his client to procuring more money to be paid to him, from their own resources, knowing that money advanced by the public for necessary expenses of the administration of justice would not be paid as counsel fees to counsel employed by the prisoner and his wife. His aim was to force the payment of money to himself by working on the fears of the prisoner and his wife. In the case already referred to, In re Frank M. McDermit, 63 N. J. Law,

476, 43 Atl. 685, he was disbarred because he obtained money from his clients for which he failed to render any adequate service, and because he retained for his own use money which he received from them for another purpose. In short, he was then disbarred for lack of fidelity to his clients in pecuniary matters only. He is now guilty of lack of fidelity in a matter involving life. He abandoned them when the prisoner was in the very shadows of the electric chair, in the very week fixed for execution. That abandonment was not less culpable because he subsequently resumed his efforts in their behalf under strong pressure from the court. For counsel to abandon a client at such a crisis is like a soldier deserting in the face of the enemy. Dereliction on the part of attorneys and counselors is not uncommon, but fortunately the most untrustworthy counsel is ordinarily loyal enough to his client, and even the ordinary sense of self-interest urges a lawyer to do the best he can to save his client's life. It is rare that counsel sets his own desire for money above his client's chance of life. We find that McDermit was guilty of gross dereliction in his duty to his client. We can think of none grosser. If mere unfaithfulness in money matters justified his disbarment in 1899, much more must lack of fidelity in a matter of life and death justify his disbarment in 1921."

Bills, Notes and Checks—Drawer Stopping Payment of Check. —In Patterson *v.* Oakes, 181 N. W. 787, the Supreme Court of Iowa held that where the drawer of a check stops payment thereon he is liable to the holder of the check for the consequences of his conduct.

The court said in part: "It is argued by appellant that the court was in error in directing a verdict on the ground that the action was prematurely brought, and that suit could not be maintained on the checks separate and apart from a suit for a fulfillment of the contract of purchase of the land referred to. This is really the only question in the case. This suit is not a suit for specific performance of the contract for the purchase of land, nor is it a suit for damages for a breach of said contract. The appellant's petition is based wholly upon the two written instruments, and he seeks recovery of a money judgment because the appellee had stopped payment on said checks, and because the bank had refused, because of such instruction, to pay and honor the same. It is true that the appellant alleges in his petition that the checks were given as a part of a transaction for the purchase of a farm, and as earnest money. The answer was a general denial. Stated in another form, the appellant's petition does no more than state a cause of action upon two checks, which, it is alleged, were executed and delivered to the appellant for a valuable consideration, and upon which payment has been stopped by appellee."

"It is alleged that at said time the appellee had ample funds in